**Updates to Google’s Terms of Service Agreement**

In February 2020, Google advised users that it would be updating its terms of service effective March 31/20. Google has made an effort to write these terms of service more clearly. The following is a list of the **most important things** to note from this update.

**Service Provider Identification**

This section identifies the name and location of the company you’re contracting and that provides the services you use. That company is Google LLC. It states that Google operates under the laws of the State of Delaware, USA, and operating under the laws of the USA

**Age requirement**

This section indicates that there is a minimum age to be legally able to have a google account without parental permission. In most countries that age is 13.

**Service commitments**

This section describes services Google provides and rules of conduct for users. They then discuss user rules. These include that users must

* comply with laws relating to human trafficking, rights of privacy and intellectual property
* refrain from abusing or harming others
* refrain from interfering or disrupting service

**Google’s Chrome browser or Chrome OS**

Google’s privacy controls do not apply to anyone using these tools who doesn’t have a Google account.

**Use of your content**

Not much has changed here except that Google has used clear language to state that it won’t publish your content publicly unless you’ve previously made it visible to the general public. Google also clarifies the rights and duration of the license – as long as your content is protected by intellectual property rights. **See section “**[**Intellectual Property**](#Intellectual)**” below.**

**Liability limits**

Google has added an updated section that is somewhat more clearly written explaining exactly what Google specifically won’t be responsible for. Previously, it said that it was not responsible for any kinds of lost profits, data or financial losses in any way. Now it is limiting Google’s liability “in the event of a breach to the greater of $500 or 125% of the fees that you paid to use the relevant services in the 12 months before the breach.”

**In the event of the above**

This is a new section that explains why Google might remove content from your account or suspend your account, as well as your recourse in the event that happens.

**Dispute settlement**

This section explains which laws and courts Google will use to resolve any legal disputes. “California law will govern all disputes. These disputes will be resolved exclusively in the federal or state courts of Santa Clara County, California.”  Google also states that in some cases, “applicable local law” in other court jurisdictions may come into play.

**Intellectual Property**

If you have items that are **your** intellectual property, here are things to consider **BEFORE** posting them on-line:

1. Who are you sharing with on the Google suite of services? Are you sharing with everyone or just selected people? Who will be able to use or abuse your content?
2. If you are writing a blog, is it opinion (which is not intellectual property) or material that you intend to publish? Restaurant reviews, hotel reviews, etc. are considered opinions.
3. Are you sharing photos? Are they **your** photos to share or someone else’s? Are they that person’s **intellectual property**?

If you have intellectual property that you wish to share, ensure that you have **copyright protection, or patents** for them. If sharing the work of others, ask for their permission and record it.

We highly recommend that you always read the Terms of Service Agreement for any software or service you buy or sign up for.